



RIVA ROW BOAT HOUSE WAIVER AND RELEASE OF LIABILITY

ZIP CODE _____

PLEASE READ BEFORE SIGNING:

In consideration of being permitted to participate in any way in Riva Row Boat House related activities ("*activities*"), I/we, as participant(s) or if participant(s) is a minor/are minors, as parent and guardian of the minor participant(s) (herein referred to as "*I/we*"), my personal representatives, assigns, heirs, and next of kin:

1. Acknowledge, agree, and represent that I/we understand the nature of the activities and that I/we or the minor participant(s) am/is/are qualified, in good health, and in proper physical condition to participate in such activities and willingly agree to comply with the stated and customary terms and conditions of participation. I/we further agree and warrant that if at any time I/we believe conditions to be unsafe for me/us or the minor participant(s), I/we will immediately discontinue further participation in the activities. If I/we decide to leave early and not complete the activities as planned, I/we assume all risks to me/us or the minor participant(s) inherent in my/our decision to leave.

2. Fully understand that: (a) the activities involve risks and dangers of damage to personal property and serious bodily injury, including permanent disability, paralysis, and death ("*risks*"); (b) these risks and dangers may be caused by my/our own actions or inactions, the minor participant's actions or inactions, the actions or inactions of others participating in the activity, the conditions in which the activities takes place, or the negligence of the "*released parties*" named below; (c) there may be other risks and social and economic losses either not known to me/us or not readily foreseeable at this time, and I/we fully accept and assume all such risks and all responsibility for losses, costs, and damages I/we or the minor participant(s) incur(s) as a result of my/our participation or that of the minor participant(s) in the activities.

3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE all persons, agencies, parties, or organizations associated with the Riva Row Boat House, including their respective instructors, instructor trainers, and certified instructor trainer educators, administrators, directors, agents, officers, members, volunteers, and employees, other participants, as well as any sponsors and advertisers along with any of their affiliates, agents, representatives, assigns, successors, officers, directors, shareholders, and employees, and, if applicable, owners and lessors of premises on which the activity takes place, including, but not limited to, The Woodlands Township, The Woodlands Development Company, L.P., and Lake Woodlands Property Owners Association, any affiliates or subsidiaries of such entities, any successors and assigns of such entities, and any officers, directors, shareholders, agents, and/or employees of or associated with such entities (each considered one of the "*released parties*" herein) from all liability, claims, demands, losses, injuries, damage to property, or other damages on my/our account or the minor participant's account caused or alleged to be caused in whole or in part by the negligence of the "*released parties*" or otherwise, including negligent rescue operations; and I/we further agree that if, despite this release and waiver of liability, assumption of risk, and indemnity agreement I/we, or anyone on my/our behalf or on the minor participant's behalf, makes a claim against any of the released parties, I/we will indemnify, save, and hold harmless each of the released parties from any litigation expenses, attorneys' fees, loss, liability, damage, or cost which any may incur as the result of such claim.

MEDIA/PHOTO WAIVER: I hereby authorize and give my full consent to the released parties to take, copyright and/or publish any and all photographs, videotapes and/or film (the "*Media*") in which I, or my child, may appear while participating in the activities. I further authorize the released parties to transfer, use or cause to be used, the Media in any exhibitions, public displays, publications, commercials, art and advertising purposes, without limitations or reservations.

I/WE HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I/WE HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE, AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW, AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

FOR PARENT OR GUARDIAN OF PARTICIPANT(S) UNDER THE AGE OF 18: I AFFIRM AND ACKNOWLEDGE THAT I, AS PARENT/GUARDIAN WITH LEGAL RESPONSIBILITY FOR THE MINOR PARTICIPANT(S), DO CONSENT AND AGREE TO HIS/HER RELEASE AS PROVIDED BY THE WAIVER AND RELEASE HEREIN.

1. Printed name of participant _____ Phone number _____
Emergency contact: Name _____ Phone number _____
Participant signature, or parent or guardian signature _____
E-mail _____
2. Printed name of participant _____ Phone number _____
Emergency contact: Name _____ Phone number _____
Participant signature, or parent or guardian signature _____
E-mail _____
3. Printed name of participant _____ Phone number _____
Emergency contact: Name _____ Phone number _____
Participant signature, or parent or guardian signature _____
E-mail _____
4. Printed name of participant _____ Phone number _____
Emergency contact: Name _____ Phone number _____
Participant signature, or parent or guardian signature _____
E-mail _____
5. Printed name of participant _____ Phone number _____
Emergency contact: Name _____ Phone number _____
Participant signature, or parent or guardian signature _____
E-mail _____
6. Printed name of participant _____ Phone number _____
Emergency contact: Name _____ Phone number _____
Participant signature, or parent or guardian signature _____
E-mail _____
E-mail _____